

OSKALOOSA

CSD/SUPPORT STAFF

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OSKALOOSA EMPLOYMENT
RELATIONS BOARD

AGREEMENT

OSKALOOSA SUPPORT STAFF
ASSOCIATION/ISEA

AND

OSKALOOSA BOARD OF DIRECTORS

2007 – 2008 YEAR

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ARTICLE I

DEFINITIONS

A. REPRESENTATIVE

The Board of Directors of the Oskaloosa Community School District, hereinafter referred to as "the Board", recognizes the Oskaloosa Support Staff Association, hereinafter referred to as "the Association", as the sole and exclusive negotiating agent for all full-time and part-time custodial employees, maintenance employees, transportation employees, food service employees, secretaries, and associates, except the administration and all others excluded by Section 4 of the Public Employment Relations Act.

B. BOARD

The term "Board" or "employer", as used in this Agreement, shall mean the Board of Education of the Oskaloosa Community School District (the "District") or its duly authorized representative(s) or agent(s).

C. EMPLOYEE

The term "employee", as used in this agreement, shall mean the maintenance, custodial, transportation, food service, secretarial, and associate staff as members of the bargaining unit as defined by the Public Employment Relations Board on the 25th day of July, 1988 (Case No. 3720), as amended on the 20th day of February, 2001 (Case No. 6272), as amended on the 17th day of December, 2002 (Case No. 6548), as amended on the 2nd day of February, 2004 (Case No. 6759), and as amended on the 2nd day of August, 2005 (Case No. 7092).

D. ASSOCIATION

The term "Association" as used in this agreement, shall mean the Oskaloosa Support Staff Association or its duly authorized representative(s) or agent(s).

ARTICLE II

GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a claim by an employee or a group of employees that there has been a violation, misinterpretation, or misapplication of the expressed provisions of this agreement. The term "day", as used in this Article, shall mean a work day when the employees are required to be at their work sites.

The Director of Buildings and Grounds shall be the immediate supervisor for the custodians and maintenance employees. The Building Principal shall be the immediate supervisor for the secretaries and associates. The Transportation Director shall be the immediate supervisor for the transportation employees. The Food Service Director shall be the immediate supervisor for the food service employees.

B. TIMELINES

The failure of an employee to act on any grievance within the prescribed time lines will act as a bar to any further appeal and a waiver of any claim under the contract. The failure of the supervisor or Superintendent to act on any grievance within the prescribed time lines shall be deemed a denial of the grievance.

C. ASSOCIATION'S RIGHTS TO REPRESENT

The Association may process and/or continue a grievance through all levels of the procedure.

Class grievances involving more than one building shall be filed by the Association at Step III.

The Association may continue, and submit to arbitration, any grievance filed and later dropped by a grievant if the grievance involves a question of application or interpretation of this Agreement.

A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself/herself or, at his/her option, by an Association representative selected by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

D. STEP I - IMMEDIATE SUPERVISOR (INFORMAL)

Within ten (10) days of the occurrence or the employee's knowledge of the occurrence that caused the grievance, the grievant shall first discuss the grievance with the immediate involved supervisor with the objective of resolving the matter informally.

During this meeting, the grievant shall indicate dissatisfaction with the solution if the grievant plans to pursue the grievance formally.

E. STEP II - IMMEDIATE SUPERVISOR (FORMAL)

Within ten (10) days of the Step I informal meeting, the grievant may invoke the formal grievance procedure (through the immediate supervisor) on the form provided in Schedule C. The immediate supervisor shall arrange for a conference with the grievant within five (5) days of the receipt of Schedule C Grievance report. The supervisor shall provide the grievant a written disposition (including reasons) within five (5) days of the conference.

F. STEP III - SUPERINTENDENT

If the grievant is not satisfied with the disposition of the grievance at Step II, the grievant may, within five (5) days of receipt of the Step II disposition, submit the grievance in writing to the Superintendent or his/her designee. The Superintendent or his/her designee shall have a conference with the grievant within five (5) days of the receipt of the grievance form. Upon conclusion of the conference, the Superintendent or his/her designee shall provide a written disposition including reasons to the grievant within five (5) days of the conference.

G. STEP IV - SUBMISSION TO ARBITRATION

If the grievant is not satisfied with the disposition of the grievance at Step III, he/she may request that the Association submit his/her grievance to binding arbitration. If the Association determines that the grievance has merit, it may submit the grievance to arbitration by written notice to the Superintendent or to the Board of Education within fifteen (15) days from the receipt of the Superintendent's decision.

H. SELECTION OF THE ARBITRATOR

Within ten (10) days after such written notice of submission to arbitration, the Superintendent and Association may attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the 10-day period, a request for a list of arbitrators shall be

made to the American Arbitration Association or PERB by the moving party. The parties shall be bound by the rules and procedures of the American Arbitration Association or PERB depending on which is selected.

I. POWER OF THE ARBITRATOR

The arbitrator selected will confer with the representatives of the Board and the Association, hold hearings, and issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, from the date that the final statements, proofs, and/or briefs are submitted. The parties will be bound by the rules and procedures of the American Arbitration Association.

The arbitrator shall decide all substantive and procedural arbitrability issues arising under this agreement. Upon request of either party, the merits of a grievance, and the substantive and procedural arbitrability issues arising in connection with that grievance, shall be consolidated for hearing before an arbitrator. In no event shall an arbitrator resolve the arbitrability of a grievance without first having heard the merits of the grievance. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power of authority to make any decision which violates the terms of this agreement. The arbitrator shall be empowered to include in any award such remedies as he/she may deem proper. The decision of the arbitrator shall be final and binding upon the parties, not subject to appeal.

J. COST OF ARBITRATION

The costs for the services of the arbitrator, including per diem expenses and/or travel and expenses, if any, will be borne equally by the Board and the Association.

K. NO REPRISALS

No reprisals of any kind will be taken by the Board, the school administration, or their representatives against any bargaining unit member because of any participation in this grievance procedure.

L. COOPERATION OF THE BOARD AND ADMINISTRATION

The Board and the administration shall cooperate with the Association during the grievance process by supplying copies of documents relevant to the grievance.

SCHEDULE C
GRIEVANCE REPORT

Oskaloosa Community School District

Date received by supervisor _____

_____ Building

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance* _____

D. Relief Sought* _____

Signature

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Supervisor

*Attach additional pages as necessary

Date

LEVEL III

A. _____
 Signature of Aggrieved Person Date Received by
 Superintendent

B. Disposition by Superintendent or Designee* _____

 Signature of Superintendent Date
 or Designee

LEVEL IV

A. _____
 Signature of Aggrieved Person Signature of Association
 President

B. _____
 Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition of Award of Arbitrator* _____

 Signature of Arbitrator Date of
 Decision

*Attach additional pages as necessary.

ARTICLE III
ASSOCIATION RIGHTS

A. EXCLUSIVE RIGHTS

The rights granted herein to the Association shall not be granted or extended to any other organization claiming to represent the employee's organization.

B. FACILITIES AND EQUIPMENT

The Association and its members shall have the right to hold meetings on school property provided such meetings do not interfere with school activities. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

The Association shall have the right to post notices on employee bulletin boards in each building in areas not open to the public or students. The Association may use employee mailboxes for communications to employees.

ARTICLE IV

RIGHTS OF THE EMPLOYER

A. OVERALL RIGHTS

The Board of Education shall have the rights, functions, and powers or authority granted by law for the administration of the district which are not specifically limited by the language of this agreement, provided however, that no such right shall be exercised so as to violate any of the provisions of this agreement.

B. SUPERVISORS

All custodians and maintenance employees shall be under the immediate supervision of the Director of Buildings and Grounds in matters of plant operation and care of the buildings.

The principals of the buildings may direct the custodians in the daily functioning of the building with the approval of the Director of Buildings and Grounds.

The associates and secretaries shall be under the immediate supervision of the Principal of the building in which they work.

The transportation employees shall be under the immediate supervision of the Transportation Director.

The food service employees shall be under the immediate supervision of the Food Service Director.

C. SUPERVISOR SUBSTITUTION

The Board reserves the right of the immediate supervisor to work with the employees and performs tasks of the employee as deemed necessary under the circumstances.

ARTICLE V
HEALTH AND SAFETY PROVISIONS

A. RESPONSIBILITY OF THE EMPLOYEE

The employee shall endeavor, in the course of performing the duties associated with their employment, to be alert to unsafe practices, equipment, or conditions and to report any unsafe practices, equipment, or conditions to their immediate supervisor.

B. RESPONSIBILITY OF THE EMPLOYER

The school district shall maintain conditions of work that do not unnecessarily expose employees to hazardous work conditions. The employer shall provide special clothing, equipment, and devices as required by applicable state or federal rules and regulations.

C. PHYSICAL EXAMINATION

1. All employees shall be required to file with the District at the beginning of employment a written medical report of a physical examination by a licensed physician who has performed said employee's physical. The physical forms will be supplied by the District. The physician shall attest that the employee is physically and emotionally capable of performing the duties assigned.
2. The District shall reimburse those employees classified as part-time associates, part-time secretaries, and part-time food service employees up to \$65.00 for the physical examination required by the District.
3. The District shall reimburse those employees classified as bus drivers up to \$50.00 (including substitutes) for the Physical Examination.

D. BLOODBORNE PATHOGENS

Associates who have received training in the handling and disposing of bloodborne pathogens, and are required to provide service in their school building, will be paid \$200.00 per year.

E. MEDICATIONS DISTRIBUTIONS

Associates who voluntarily agree to dispense medications to students shall be paid \$325.00 per year.

ARTICLE VI

INSURANCE

A. CUSTODIANS AND MAINTENANCE

For each custodian and maintenance employee who selects single health insurance coverage, the District will provide a monthly benefit of \$822.45. From this amount, the combined cost of the health insurance, a \$20,000 term life insurance policy, and long-term disability insurance will be paid. If those costs are less than \$822.45, the remainder will be paid to the employee. For each custodian and maintenance employee who selects family health insurance coverage, the District will provide a monthly benefit of \$1,159.20. From this amount, the combined cost of the health insurance, a \$20,000 term life insurance policy, and long-term disability insurance will be paid. If the \$1,159.20 does not cover those costs, the remainder will be deducted from the employees semi-monthly pay checks. Those employees hired after June 30, 2003, will not be eligible to receive cash payments if the cost of their insurance coverages is less than either the \$822.45 or \$1,159.20.

B. SECRETARIES AND ASSOCIATES

For each secretary and associate who works thirty (30) or more hours per week, the District will provide single, Plan 2 health insurance, a \$10,000 term life insurance policy and long-term disability insurance. For those secretaries and associates who work 30 or more hours per week and select family health insurance, the District will provide \$475.59 per month toward the cost of dependent coverage. If the cost of the dependent coverage exceeds \$475.59, the difference will be deducted from the employee's semi-monthly paychecks.

C. TRANSPORTATION EMPLOYEES

For each transportation employee, the District will provide single Plan 2 health insurance, a \$10,000 term life insurance policy and long-term disability insurance. For those employees who select family health insurance, the District will provide \$467.25 per month toward the cost of the dependent coverage. If the cost of the dependent health insurance coverage exceeds \$467.25, the difference will be deducted from the employee's monthly paycheck.

D. FOOD SERVICE EMPLOYEES

For full-time food service employees, the District will provide single Plan 2 health insurance, \$10,000 term life insurance policy, and long-term disability insurance. For those employees who select family health insurance, the District will provide

\$467.25 per month toward the cost of the dependent coverage. If the cost of the dependent health insurance coverage exceeds \$467.25, the difference will be deducted from the employee's semi-monthly paychecks.

E. DURATION OF BENEFITS

Upon termination of employment, the District shall inform each employee of his/her right to continue insurance coverage in accordance with the Consolidation Omnibus Reconciliation Act (COBRA).

F. SECTION 125 (MEDICAL AND DEPENDENT CARE FLEX PLANS)

Employees shall have the option of setting aside a portion of their salary as pre-tax dollars for any purpose or purposes available under the rules and regulations under Section 125 of the Internal Revenue Code, commonly known as Medical and Dependent Care Flex Plans. The Association agrees to hold the District harmless against any and all claims arising out of the implementation of Section 125.

ARTICLE VII

LEAVES

A. SICK LEAVE

1. Employees will be granted leave of absence for illness with full pay at the rate of ten (10) days for the first year, eleven (11) days for the second year, twelve (12) days for the third year, thirteen (13) days for the fourth year, fourteen (14) days for the fifth year, and fifteen (15) days for the sixth year and every year thereafter, cumulative to a maximum of 120 days. At no time can an individual's sick leave account exceed 120 days. Individual sick leave accounts shall be credited with the total days on the first day of an individual's contract year.
2. A physician's certification may be required by the supervisor as evidence in support of a claim for sick pay. The employer may also request a statement of medical evidence that the employee is physically capable of returning to work.
3. An employee who is unable to work because of personal illness or disability shall be granted a leave of absence, without pay, for the duration of such illness or disability to the end of the contract year. Insurance benefits shall continue through the end of the month in which the employee commences the leave of absence, and for one additional calendar month. Upon return to work, the employee shall be placed on the step for which the employee is eligible.
4. All part-time employees shall accrue benefits on a prorated basis.

B. FAMILY ILLNESS

In the case of illness of the spouse, children, parents, brothers, sisters, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, or any other person living in the household with the employee, the employee shall be granted paid leave for up to eight days per school year. Upon use, such leave shall be deducted from the employee's sick leave. This leave is non-cumulative and will be granted with the permission of the Superintendent.

C. DEATH IN THE IMMEDIATE FAMILY

In the case of the death of a spouse, children, parents, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and others living in the home with the employee, the employee shall be granted permission to be absent from duty by the Superintendent or a designated representative for as many days, not to

exceed five for each death, for attendance at the funeral and for any other purpose directly arising out of said death, and no deduction of pay shall be made for the days of absence so granted.

D. FUNERALS

In the case of the death of any other relative or person of unusually close personal relationship, one day of absence shall be allowed without loss of pay for attendance at each funeral. The Superintendent or a designated representative shall have the power to extend the above provisions in any specific instance after the personal leave has been exhausted.

E. PERSONAL

Each employee shall be allowed a total of two days paid leave per year for any unidentified reason. Such unidentified days shall not be used to extend a vacation or for the first or last day of a school year as defined by the students school year. Personal leave may be used to extend a summer vacation, as defined by the students' school year (e.g. June, July, and August). If an employee has not used personal days at the end of the fiscal year, he/she shall be paid for those days based upon an eight hour day at the step one rate.

Personal days will be granted provided the request has been made four (4) work days in advance of the intended absence except in cases of emergency when immediate leave may be granted.

F. TEMPORARY LEAVE WITHOUT PAY

Leave without pay may be granted in writing by the Superintendent in his/her sole discretion.

G. CIVIC DUTY

Leave for jury duty, court appearance as a witness (subpoenaed), and Selective Service examination may be granted. Any fees or remuneration above actual expenses an employee receives during such leave shall be turned over to the School District. If the fees received exceed the employee's normal pay, the employee may keep the excess amount.

H. PROFESSIONAL PURPOSES

Attendance at professional meetings is permitted at full pay if such absence is approved by the Superintendent or designated representative. Permission should be obtained in advance using written forms provided by the School District. Such professional meeting leave is provided as seems necessary and desirable, with expenses usually paid by the School District. No leave time is

charged against the individual's personal emergency leave. Expenses shall not be paid for education meetings after the employee indicated either verbally or in writing that said employee is leaving the District. Those meetings necessary to conduct the services of the position shall be reimbursable.

I. ASSOCIATION

Up to six normal days with pay shall be available to the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organization. No more than two employees shall use this leave at any one time. If a substitute is actually employed, the Association will reimburse the District, or in lieu thereof, the employee may use a vacation day.

ARTICLE VIII

EVALUATIONS

A. NOTIFICATIONS

Prior to the end of the first month of regular employment the supervisor shall acquaint each new employee with the evaluation procedures. No evaluation shall take place until the employee is acquainted with the evaluation procedures.

B. FORMAL EVALUATION REPORT

The District must evaluate each employee by May 15 of each contract year, and if the evaluation is not completed at this date the District may elect to extend the evaluation until June 15. If an evaluation is not completed by this date it will be assumed that the employee has met District standards.

Each employee shall receive a written copy of the formal evaluation within seven (7) calendar days following a conference. The employee and the supervisor shall confirm this by signatures on all copies of the evaluation. The employee's signature shall indicate that the employee has been informed of the contents of the evaluation and does not necessarily mean that the employee is in agreement with the evaluation.

C. RESPONSE

Each employee shall have the right to submit a written explanation or other written statements in response to any evaluation for the inclusion in the evaluation file. The written response shall be submitted by the employee at the time of the evaluation conference or within seven (7) calendar days of the conference. The response shall be attached to the written evaluation and the employee and supervisor shall confirm this by signatures on the written response. The supervisor's signature on the response shall indicate receipt of the response and shall not necessarily mean agreement with the response.

D. GRIEVANCE

The employee has a right to a fair, accurate, and just evaluation. If the employee feels that the evaluation is unfair, inaccurate, or unjust, he/she shall have the right to grieve such an evaluation through the grievance procedure specified elsewhere in this document.

E. REMEDIATION

When the immediate supervisor recommends probation, the employee shall be advised in writing of area(s) where he/she needs to improve and how to improve, and then shall be given thirty (30) calendar days to make the improvements.

ARTICLE IX

PROBATION, STAFF REDUCTION PROCEDURES, RECALL

A. PROBATION

Employees are considered to be on probation during their first ninety (90) days of employment.

B. STAFF REDUCTION PROCEDURES

1. Board of Education Decision

The Board of Education shall have the exclusive judgment as to when it is necessary to reduce the work force and from which category the reduction will take place.

2. Notification

The Board shall provide written notification at least thirty (30) days before any proposed layoffs to the affected employee and the Association. The notice shall set forth the employees name, category, and the effective date of the layoff.

3. Categories

Employees shall be categorized as custodians, maintenance, secretaries, associates, interpreters, transportation, and food service.

4. Seniority

Whenever a layoff occurs, probationary employees in the category to be reduced shall be laid off first. Thereafter, employees in the category to be reduced with the least seniority shall be laid off first. Seniority shall commence on the first day of employment with the District. Any tie in seniority shall be determined by lot. Seniority shall be computed using months of service as an employee, whose regular contract is for 9 months per year will receive nine months of seniority rather than one year (12 months) of seniority.

5. Exclusion

This section of the Article shall not apply to employees hired to replace employees on leave.

C. RECALL

1. Employee Rights

If there is a vacancy in a bargaining unit position, laid off employees from that category shall be recalled with the most senior employee being recalled first. Employees shall have recall rights for one year from the date of layoff.

2. Notice of Recall

Notice of recall shall be given by regular mail to the last address given to the District by the employee or by e-mail if the employee has provided an e-mail address to the District. A copy of the notice of recall will be sent by regular mail or by e-mail to the President of the Association at the same time. If the employee fails to respond in writing within fourteen (14) calendar days from the date of mailing of the notice of recall, the employee shall be deemed to have refused employment and all remaining recall rights shall be forfeited.

3. Benefits

Upon return to work, the employee will be entitled to all unused sick leave accumulated up to the date of layoff and shall return to the same step on the pay schedule.

ARTICLE X

WORK YEAR, WORK WEEK, WORK DAY

A. WORK YEAR

The work year for all twelve (12) month custodian & maintenance employees shall be July 1 through June 30. For associates, secretaries, food service and transportation employees, the work year shall be as defined in their individual contract.

B. WORK WEEK

The work week for all employees is Monday through Friday.

C. WORK DAY

1. Custodians & Maintenance

The work day for all custodian & maintenance employees is nine (9) hours per day September through May (39 weeks) except during school vacations when the work day shall be eight (8) hours. The custodian and maintenance employees shall receive 195 hours per year of overtime. For the remaining months the work day is eight (8) hours (13 weeks). The work day includes two fifteen (15) minutes paid breaks and a one (1) hour unpaid lunch unless prior arrangements are made with supervisor.

Pre-School Teacher Workshop Days – eight (8) hour day.

Parent/Teacher Conference Days – Employees have the choice of an eight (8) hour or nine (9) hour day unless the supervisor specifies a nine (9) hour day.

Trimester Teacher Inservice/Workday – Same as Parent/Teacher Conference Day.

School Year Break – Spring, Winter, Teacher Inservice outside the District, or others when teachers are not working in the buildings – eight (8) hour day.

Post-School-Year Teacher Workdays – eight (8) hour day.

When school is dismissed early, and on non-student days when staff is not scheduled to be present, the second shift employees may request permission of the supervisor to report to work early. If the employee is

needed to work a scheduled school related activity, the supervisor may deny the request and the employee will work their normal shift.

Custodians shall receive \$15.00 per day when checking on building(s) over the weekend or holidays. When custodial care is needed, overtime rate is to be paid for time worked, with supervisor's approval.

For weekends or any after-normal-hour activities in any building, the work shall first be offered to a full-time custodian regularly assigned to that building.

2. Associates, Secretaries, & Food Service

The work day for associates, secretaries, and food service employees will be defined by their individual contract.

Food service employees who report to work prior to being notified of cancellation of school shall receive one hour's pay.

Food service employees shall be paid for leaves and holidays based upon their contracted hours. If a food service employee works hours in addition to, or less than, his/her contracted hours for ten (10) consecutive days, his/her contract will be amended to indicate the correct number of hours.

3. Transportation

The work day for the transportation employees will be determined by the Transportation Director, and will generally consist of the time required to perform the necessary pre-trip vehicle inspections, driving the specified route to pick up or drop off students, and the required post-trip vehicle inspections.

4. The minimum call-in emergency situations shall be one (1) hour.

ARTICLE XI

HOLIDAYS

A. CUSTODIANS & MAINTENANCE

1. Twelve month custodial & maintenance employees shall be entitled to the following six (6) paid holidays:

- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Memorial Day
- Fourth of July

2. In addition, there shall be three (3) floating holidays during the year. No employee shall be required to perform duties on any of the above holidays, except building checks and emergencies.

B. ASSOCIATES

Associates shall be entitled to two (2) paid holidays per year. The employee can opt for Thanksgiving, Christmas, or New Year's.

C. INTERPRETERS & SECRETARIES

1. Interpreters and secretaries who work thirty-five (35) or more hours per week will receive five (5) paid holidays.

2. Secretaries who work thirty (30) hours per week will receive two (2) paid holidays.

D. FOOD SERVICE

Food service employees who work thirty (30) or more hours per week will receive two (2) paid holidays.

ARTICLE XII

VACATIONS

A. CUSTODIANS & MAINTENANCE

Custodian & maintenance employees who are employed on a 12-month basis shall be granted a paid vacation on the basis of time employed beginning with July 1 and ending June 30 as follows:

1. One-half ($\frac{1}{2}$) day of paid vacation shall be earned for each month of employment through the first four (4) months of employment of each year.
2. One (1) day of vacation shall be earned for each month of employment extending from the fifth through the twelfth month.
3. No vacation pay will be to any part-time employee.
4. Employees who worked five (5) years or more will receive three weeks of vacation per year. One (1) day of said vacation shall be earned for each month of employment through the 12th month when an additional three days shall be credited for a total of 15 for the 12 months.
5. Employees who have worked fifteen (15) years or more will receive four (4) weeks vacation per year. One day of said vacation shall be earned for the first month, and one-half days of said vacation shall be earned from the second month through the seventh month, and two (2) days of said vacation shall be earned from the eighth through the twelfth month of employment, for a total of twenty (20) days for the year. Retiring employees shall earn vacation as follows: two (2) days per month for the first two (2) months of the year, one and one-half ($1\frac{1}{2}$) days per month for each of the next eight (8) months and two (2) days per month for the final two (2) months.
6. Vacation time is non-cumulative and shall be paid based upon an eight (8) hour day.

B. CUSTODIANS

Custodial employees who have been employed five (5) or less complete contract years shall schedule vacations during the summer months commencing with the day following the last student day of the school year and ending ten (10) working days prior to the first day of student attendance of the following year. These employees shall also be entitled to use up to two (2) days of vacation time on non-student days, dependent upon work schedules, projects to be completed,

work load, emergencies, etc. In any event, at least two (2) custodians will remain on duty at the High School and Middle School buildings.

Custodial employees with three (3) weeks or more of vacation earned shall schedule vacations during the summer months commencing with the day following the last student day of the school year and ending five (5) working days prior to the first day of student attendance of the following year. These employees shall also be entitled to use vacation time on non-student days, dependent upon work schedules, projects to be completed, work load, emergencies, etc. In any event, at least two (2) custodians will remain on duty at the High School and Middle School buildings.

All vacations shall be scheduled with the Director of Buildings and Grounds. If a conflict occurs, the supervisor shall assign vacation, but not before consulting the involved employee(s).

C. MAINTENANCE

Maintenance employees shall schedule vacation during student attendance days with their immediate supervisor. If a conflict occurs, the supervisor shall assign vacation, but not before consulting the involved employee(s). Dependent upon work schedules, projects to be completed, work load, emergencies, etc., maintenance employees may take vacation time during the summer months (i.e. non-student days) if scheduled with the approval of their immediate supervisor.

ARTICLE XIII

SALARIES

A. OVERTIME

For all hours worked over forty (40) hours in one week, over eight (8) hours in one day, and on holidays or weekends, the rate shall be one and one half (1½) times the regular rate.

B. LEAVE, HOLIDAY, & VACATION PAY

Payment for leaves, vacation, and holidays shall be calculated as follows: custodians and maintenance – eight (8) hours per day; associates, secretaries, and interpreters – number of hours normally worked per day. If an employee who works normal night shift is assigned to work day shifts at any time, the rate of pay for the day shift will be day shift rate of pay.

C. UNIFORMS

Custodians and maintenance employees will be reimbursed up to \$190.00 during the 2007-2008 year for approved work clothes. All uniforms shall be purchased through the District. The employee's clothing shall be in good repair, reasonably clean and worn in an appropriate manner.

The District shall provide \$70.00 per year as a clothing allowance for each food service employee. The District shall also provide at least three (3) shirts to food service employees each contract year.

D. STEP INCREASES

Non-probationary employees will receive a step increase on July 1 of each year until the maximum step is attained.

Administrators/Supervisors may place new hires on step one (1) through step five (5) on the salary schedule based on appropriate work experience.

Step placement for current employees changing job classifications shall be determined by the Administrator/Supervisor.

E. PAYCHECKS

Transportation employees shall be paid on the first of each month. Other Job Classifications shall be paid on the first and the fifteenth of each month. If pay

day falls on a Saturday, Sunday, or Holiday, the employees shall receive their pay checks on the last preceding day that the Administration Office is open between the hours of 3:30 p.m. and 4:00 p.m. Employees hired after June 30, 2007 shall be required to make use of direct deposit for their pay, subject to the provisions of the laws of the State of Iowa.

F. ACTIVITY PASS

Each employee shall receive an Activity Pass. If an employee works four activity events, the employee will receive an Activity Pass for his/her spouse and children.

Support Staff 2007/2008 Wage Chart

Step	Maintenance		Custodian		Secretary w/Ins.			Associates	
1		\$13.22		\$11.49		\$10.86	\$11.16		\$10.74
2	0.25	\$13.47	0.22	\$11.71	0.22	\$11.08	\$11.38	0.22	\$10.96
3	0.25	\$13.72	0.20	\$11.91	0.15	\$11.23	\$11.53	0.15	\$11.11
4	0.25	\$13.97	0.20	\$12.11	0.15	\$11.38	\$11.68	0.15	\$11.26
5	0.25	\$14.22	0.25	\$12.36	0.15	\$11.53	\$11.83	0.15	\$11.41
6	0.25	\$14.47	0.25	\$12.61	0.25	\$11.78	\$12.08	0.25	\$11.66
7		\$14.47		\$12.61		\$11.78	\$12.08		\$11.66
8		\$14.47		\$12.61		\$11.78	\$12.08		\$11.66
9		\$14.47		\$12.61		\$11.78	\$12.08		\$11.66
10	0.10	\$14.57	0.10	\$12.71	0.25	\$12.03	\$12.33	0.20	\$11.86
11		\$14.57		\$12.71		\$12.03	\$12.33		\$11.86
12		\$14.57		\$12.71		\$12.03	\$12.33		\$11.86
13		\$14.57		\$12.71		\$12.03	\$12.33		\$11.86
14		\$14.57		\$12.71		\$12.03	\$12.33		\$11.86
15	0.15	\$14.72	0.15	\$12.86	0.15	\$12.18	\$12.48	0.20	\$12.06
16		\$14.72		\$12.86		\$12.18	\$12.48		\$12.06
17		\$14.72		\$12.86		\$12.18	\$12.48		\$12.06
18		\$14.72		\$12.86		\$12.18	\$12.48		\$12.06
19		\$14.72		\$12.86		\$12.18	\$12.48		\$12.06
20 & over	0.20	\$14.92	0.20	\$13.06	0.30	\$12.48	\$12.78	0.20	\$12.26
Lic./Cert.		\$0.25							
Sub. Pay				\$11.12					\$10.00
Night Duty				\$0.15					

ARTICLE XIV

DUES DEDUCTION

A. AUTHORIZATION

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction for professional dues. The form of assessment shall be as set forth in Schedule D. It shall be the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards for the deduction. Authorization cards must be delivered to the Board by the 20th day of September each year.

B. REGULAR DEDUCTION

Pursuant to deduction authorization, the Board shall deduct dues from regular salary checks. The amount to be deducted shall be determined by dividing the total yearly dues by the number of regular salary payments received. Dues shall be evenly deducted from monthly or semi-monthly regular salary checks throughout the contracted months beginning in October and ending in September of each year. The definition of dues shall not include initiation fees, special assessments, back dues, fines, or similar items.

C. REVOCATION

An authorization may be revoked in writing by a thirty (30) day notice to the Board and the Association.

D. PRORATED DEDUCTION

Employees who begin dues deduction after September shall have the total dues prorated on the basis of the remaining pay periods through August. Authorization cards must be delivered to the Board by the 20th day of the month preceding when the dues are to be deducted.

E. TRANSMISSION OF DUES

The Board shall transmit to the Local Association the total month deduction for professional dues by the 10th school day following each regular pay period, and a listing of the employees for whom deduction was made.

The Association agrees to indemnify and hold harmless the Board, each individual Board Member, and all administrators against any and all claims, costs, suits, other forms of liability, and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

SCHEDULE D

Dues Deduction Authorization Form

For Employer Use Only
[Do Not Fill Out]

Authorization for Payroll
Deduction for OSSA/ISEA Dues

Employee No.		First Name	Initial	Last Name
		I hereby request and authorize the Board of Education of:		
Date Started	Amount	Oskaloosa Community School District		
Changes				
Date	Amount	as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of:		
Date	Amount			
Date	Amount	Oskaloosa Support Staff Assn./ISEA		
		Name of Local Association (Affiliate of the UniServ Unit, ISEA, NEA)		
Date	Amount			

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through September from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

Date _____ Signature _____

Social Security No. _____

ARTICLE XV

TRANSFER

A. VACANCIES

A vacancy shall be defined as any bargaining unit position, either newly created or a present position, that is not filled and the District desires to fill.

Notice of all vacancies shall be posted in all buildings and sent via the district e-mail to the Association President and, when requested, to other employees. The notice shall contain the following information: type of work, location of job, rate of pay, starting day, hours worked, and classification. Employees who are interested in transferring to the open position shall apply, in writing, to the Superintendent within five (5) working days from the date of the posting.

B. CUSTODIANS & MAINTENANCE

Vacancies in the custodian classification shall be filled by the most senior applicant from that classification. If there are no applicants, the District may fill the position immediately. A custodian must have been in his/her current position for 90 days before requesting a transfer.

Vacancies in the maintenance classification shall be filled as exclusively determined by the District after consideration of the applicants for transfer. The District may fill the position with a person from outside the bargaining unit.

The employee custodian applicant will be interviewed by District personnel. If the transfer is denied, the applicant will be advised of reason(s) for denial of transfer.

C. ASSOCIATES, SECRETARIES, & FOOD SERVICE

Vacancies within the associates, secretaries, and food service classifications shall be determined by the District. Current employees shall be given consideration when requesting a transfer. Consideration for a position includes interviewing the employee and the employee being advised of the reason(s), should the transfer be denied. After all current employees are considered for the position, the District may advertise if the position remains vacant.

D. TRANSPORTATION

Vacancies in the bus driver classification shall be filled by the most senior applicant from that classification. If there are no applicants, the District may fill the position immediately.

ARTICLE XVI**EFFECTIVE DATE**

This contract shall be effective on the 1st day of July, 2007, and thereafter shall remain in force and effect for one year until the 30th day of June, 2008, with a limited one year reopener on any one language item of the Association's choice.

ARTICLE XVII

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents and their respective chief negotiators, and their signatures are placed thereon on the 21st day of August, 2007.

ASSOCIATION

BOARD OF EDUCATION

BY Karann Sampsel
Karann Sampsel, President

BY David Meinert
David Meinert, President

BY Karann Sampsel
Karann Sampsel, Chief Negotiator

BY Randy De Geest
Randy De Geest, Chief Negotiator